

**AMENDMENT NO. 11  
TO  
AMENDED AND RESTATED SYSTEM PURCHASE CONTRACT**

This Amendment No. 11 ("Amendment") to that certain Amended and Restated System Purchase Contract effective as of June 26, 2006, as amended and supplemented from time to time ("Original Agreement"), is entered into effective as of June 8, 2015 ("Amendment Effective Date") by and between Paciolan, LLC ("Paciolan") and Georgia Tech Athletic Association ("Customer").

**Background**

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to extend the Term.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

**Original Agreement Amendments**

1. **Term.** Section 2(A) of the Original Agreement shall be amended and restated in its entirety as follows:

"The term of this Agreement shall begin on the Effective Date and continue until June 30, 2024 ("Initial Term") and shall automatically renew for subsequent five (5) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term."

2. **Marketing Automation.** The Marketing Automation Subscription Addendum is hereby attached hereto and added to the Original Agreement as Exhibit C.

3. **Investment Addendum.** The Investment Addendum (Exhibit D) to the Original Agreement, as amended and supplemented from time to time, shall be amended and restated in its entirety as set forth on Exhibit D attached hereto.

4. **FanOne Agreement.** That certain Master Agreement effective March 1, 2014 (the "FanOne Agreement") by and between PATRON SOLUTIONS, LP dba FanOne Marketing, an affiliate of Paciolan ("FanOne"), and Customer shall terminate as of the Amendment Effective and have no further force or effect, except for terms that expressly survive termination pursuant to the FanOne Agreement.

5. **Visualization Addendum.** Paciolan shall provide Customer with the Paciolan Software, Professional Services and subscription services set forth in the Visualization Addendum attached hereto as Exhibit E and incorporated by reference into the Original Agreement, subject to the terms and conditions therein.

6. **Annual Credit.** Paciolan shall provide Customer with an annual credit of \$10,000 during the Term for each collegiate year (July 1-June 30) for the purchase of additional Paciolan products and/or services, which annual credit shall expire at the end of each collegiate year and will not carryover to the subsequent collegiate year (i.e. "use it or lose it") and shall be subject to pro rata adjustment for partial years.

7. **PACSocial Services.** Pursuant to and subject to the terms and conditions of a separate agreement between Paciolan and Customer ("PACSocial Agreement"), Customer shall receive certain PACSocial social media services per month during the Term at no additional charge, as the fees for such social media services are included in the Annual Hosting Subscription Fee set forth in the Investment Addendum. For the avoidance of

doubt, Customer shall not be eligible to receive such social media services, if the PACSocial Agreement is not in effect (i.e. terminates).

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all terms and conditions set forth in the Original Agreement, including the defined terms, shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

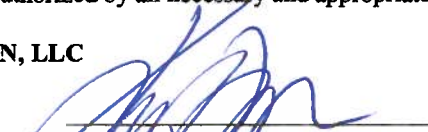
**PACIOLAN, LLC**

Signature:

Name:

Title:

Date:

  
Kimberly Damron  
President & CEO  
6/8/18

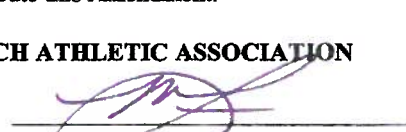
**GEORGIA TECH ATHLETIC ASSOCIATION**

Signature:

Name:

Title:

Date:

  
MARVIN LEWIS  
Assoc. AD - CFO  
6/7/18

**WITH RESPECT TO SECTION 4 ABOVE ONLY:**


**PATRON SOLUTIONS, L.P.**

Signature:

Name:

Title:

Date:

  
Kimberly Damron  
President & CEO  
6/8/18

## **EXHIBIT C: MARKETING AUTOMATION SUBSCRIPTION ADDENDUM**

This Marketing Automation Subscription Addendum ("Addendum") is a binding and enforceable legal agreement between Customer and Paciolan. "Application Services" means the provision of electronic access to one-to-one direct marketing software over a computer network and related technical support services. Customer represents and warrants that Customer is authorized to enter into this Addendum.

### **1. DEFINITIONS**

"Rules, Regulations and Principles" means rules, regulations and principles promulgated by government entities, industry self regulatory organizations or industry overseers generally recognized in a jurisdiction in which Licensed Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, without limitation, the European Union Data Protection Directive (Directive 95/46/EC), the United Kingdom Data Protection Act of 1998, the United States Children's Online Privacy Protection Act of 1998, the safe harbor guidelines promulgated by the United States Department of Commerce ("DOC"), the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM Act") any future regulation or guidelines that may be adopted by the DOC, any future regulations or guidelines that may be adopted by the DOC, the Federal Trade Commission or other agency of the government of the United States with respect to privacy or data protection, and Network Advertising Initiative's Self-Regulatory Principles for Online Preference Marketing by Network Advertisers, each as amended and supplemented from time to time; Canada's Fighting Internet and Wireless Spam Act; the Personal Information Protection and Electronic Documents Act; and Unlawful Internet Gambling Enforcement Act of 2006."

"Confidential Information" shall have the meaning set forth in Section 5.

"Customer Data" means all electronic data or information submitted by Customer to the Application Services.

"Non-Public Personal Information" shall mean personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, or insurance numbers, and passport numbers.

2. **USE**. Customer may use the Application Services only in and for Customer's own internal purposes and business operations contemplated herein. Customer may not use the Application Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the email marketing software accessed by Customer hereunder, in whole or in part, is granted except as expressly provided by this Addendum. Neither Customer nor any of Customer affiliates shall reverse engineer, decompile or disassemble the Application Services. Nothing in this Addendum will entitle Customer or any of Customer affiliates to access or use the source code of the Application Services. Customer shall not: (i) send via or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including that is harmful to children or violates third party privacy rights; (ii) send via the Application Services any unsolicited commercial or non-commercial communication; (iii) send via, upload to, or store within the Application Services any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; or (f) attempt to gain unauthorized access to the Application Services or its related systems or networks. Customer shall not (a) modify, copy or create derivative works based on the Application Services; (b) frame or mirror an content forming part of the Application Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (c) reverse engineer the Application Services; or (d) access the Application Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Application Services.

3. **EMAIL FOOTER**. Customer acknowledges and agrees that a default footer shall be added to each email sent via the Application Services, which footer shall include (i) the identification of the sender; (ii) instructions on how the recipient can opt-out of the future commercial mailings; (iii) the sender's valid physical mailing address; and (iv) a link to Customer's privacy policy.

4. **CUSTOMER RESPONSIBILITIES.** Customer is responsible for all activity that occurs within Customer account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Application Services, and notify Paciolan promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal and foreign laws in using the Application Services, including without limitation the Rules, Regulations and Principles. Customer shall not upload to, or store within, the Application Services (and Customer Data shall not contain) any Non-Public Personal Information. Customer understands and acknowledge that: (i) Paciolan, in its reasonable discretion, may refuse to distribute any message content that Paciolan reasonably believes is defamatory, infringing, or otherwise unlawful; and (ii) Paciolan, in its reasonable discretion, may refuse to distribute any email to any recipient that Paciolan reasonably believes has not granted permission (or otherwise “opted-in”) to Customer to send such message(s) or that Paciolan reasonably believes is unlawful. Paciolan and Paciolan’s applicable service provider has no obligation to supply or “scrub” any message recipient list; and Customer is solely responsible for the creation, initiation and sending of messages via the Application Services, including, but not limited to, the content, recipient, and timing of such messages.

5. **CONFIDENTIALITY.** Customer acknowledges that the Application Services and any other information provided to Customer by Paciolan incorporate confidential and proprietary information developed by, acquired by, or licensed to Paciolan (“Confidential Information”). Customer will take (and will cause Customer affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Customer nor any of Customer affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, any part of the Confidential Information to any individual or entity, except to those of Customer employees or consultants who require access for Customer authorized use of the Confidential Information and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information under this Addendum. Customer acknowledges that any unauthorized use or disclosure by Customer or any of Customer affiliates of the Confidential Information may cause irreparable damage to Paciolan. If Paciolan becomes aware of Customer breach or threatened breach of this Section 5, Paciolan may suspend any and all rights granted to Customer under this Addendum and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to Paciolan.

6. **INDEMNIFICATION.** Customer shall defend, indemnify, and hold Paciolan and its licensors harmless against any loss, damage, or cost (including reasonable attorneys’ fees) incurred in connection with a claim, demand, suit, or proceeding alleging that (a) Customer Data infringes the intellectual property rights of a third party, (b) Paciolan’s or its licensors’ use of any Customer Data, as permitted by this Addendum, has otherwise harmed a third party, (c) Customer use of the Application Services other than in compliance with the terms of this Addendum, or (c) Customer violation or alleged violation of applicable laws including without limitation, personal privacy laws and laws related to the distribution of email and other one-to-one digital communications, including without limitation, Rules, Regulations and Principles.

7. **REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants that: (a) every recipient to whom a message is sent via the Application Services shall have given Customer consent (“opted-in”) to send such message; (b) the Customer Data shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (c) Customer shall not use the Application Services in a manner that violates any international, federal, state, or local law or regulation relating to individual privacy or the distribution of email and other digital one-to-one communications, including but not limited to the Rules, Regulations and Principles.

8. **OUTAGE POLICY.** CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT PACIOLAN DOES NOT WARRANT THAT THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND THAT PACIOLAN MAY OCCASIONALLY EXPERIENCE HARD OUTAGES DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN PACIOLAN’S CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED A BREACH OF THIS ADDENDUM.

9. **OWNERSHIP.** All trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Application Services, are and will remain the sole and exclusive property of Paciolan or its applicable service provider(s), whether or not specifically recognized or perfected under applicable law. Paciolan or its applicable service provider(s) shall own all rights, title and interest, including all intellectual property rights, in and to the Application Services, any improvements to the Application Services or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from Customer request. No rights are granted to Customer hereunder other than as expressly set forth herein. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Paciolan or its applicable service provider(s) by virtue of this Addendum or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause Customer affiliates to transfer and assign) to Paciolan or its applicable service provider(s) all rights, title, and interest which Customer or any of Customer affiliates may have in to such refinements and improvements. As between Paciolan's applicable service provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.

10. **DISCLAIMER OF WARRANTIES.** EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE APPLICATION SERVICES ARE PROVIDED HEREUNDER "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PACIOLAN AND ITS APPLICABLE SERVICE PROVIDER(S) EACH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE APPLICATION SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE APPLICATION SERVICES, WHETHER MADE BY EMPLOYEES OF PACIOLAN OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS ADDENDUM, SHALL BE DEEMED TO BE A WARRANTY BY PACIOLAN FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF PACIOLAN WHATSOEVER.

11. **CUSTOMER MARKS.** Paciolan and its applicable service provider(s) may use Customer trademarks and trade names ("Marks") solely in connection with the authorized provision of the Application Services. Any other use of Customer Marks shall be with Customer prior written consent and subject to all written guidelines regarding the use of Customer Marks.

12. **THIRD PARTY BENEFICIARY.** Paciolan's applicable service provider shall be deemed a third party beneficiary under this Addendum and Customer shall be liable to Paciolan's applicable service provider for any damages arising due to Customer's breach hereof to the same extent as if Paciolan's applicable service provider had been a signatory hereof.

13. **ANTI-SPAM CERTIFICATIONS.** Customer certifies that Customer is the owner of all email distribution lists distributed using the Application Services, and that Customer is solely responsible for the composition and membership of each list. Customer certifies that all subscribers to be used in connection with the Application Services have provided permission to Customer to send them email.

14. **TERMINATION.** Paciolan may immediately terminate this Addendum upon notice to Customer if Paciolan's applicable service provider or Customer receives notice from any governmental entity that Paciolan's applicable service provider (in connection with its provision of Application Services) or Customer alleged to be in violation of UIGE Act. Upon any termination for cause by Paciolan, Customer shall remain obligated to pay all fees owed for the remainder of the subscription term, all of which shall become immediately payable in full. Following the

termination or expiration of this Addendum, Customer shall have 30 days to access its account and download/export Customer Data. Upon expiration of such 30-day period, Paciolan's applicable service provider may convert Customer's account to an inactive status. Paciolan's applicable service provider may delete all Customer Data upon Customer's account converting to inactive status.

15. **GOVERNMENT CONTRACTS.** Paciolan's or its applicable service provider's performance of its obligation under this Addendum is not related to Customer's performance of any government contract it has, not does it involve performing, undertaking or assuming any obligation that Customer may have under any government contract. Customer will notify Paciolan in writing any time such a situation arises or appears it may arise so that Paciolan's applicable service provider can determine if it wishes to alter its contractual relationship under those changed circumstances.

16. **TRANSITION.** At no additional charge, Paciolan may transition Customer to services provided by a different third party that are similar to the Application Services under similar terms and conditions, subject to such third party's required pass through terms and conditions.

#### **EXHIBIT D: INVESTMENT ADDENDUM**

- Marketing Automation Application Services (pursuant to the Marketing Automation Subscription Addendum attached hereto as Exhibit C) Fees - \$35,000 annually.
- Technology subscription – up to 450,000 unique email addresses; Incremental increases above 450,000 unique email addresses will be billed at \$350/month per additional 100,000 unique records
- Number of Login Users – Up to 2 full users. Additional full users will be billed at \$1,200 per year.
- A dedicated Digital Marketing Specialist to Customer's account
- Training of the following functionality:
  - Data consolidation / centralization
  - Advanced list segmentation
  - Personalized email with dynamic content
  - Forms & surveys
  - Program automation
  - Reporting
- Automated nightly ticketing feed from Paciolan into the marketing automation database
- Choice of 5 Business Initiatives annually, and training of those functionalities including, but not limited to:
  - Annual Survey Email and Form - up to 1 form, campaign and workflow set up
  - Lead Generation/ Data Capture Web Application Campaign - up to 1 form, campaign and workflow set up
  - Shopping Cart Abandonment – Up to 1 campaign and workflow set up
  - Behavior Based Retargeting – up to 2 Campaigns and workflow set up (including 4 emails each)
  - Access Scan in Welcome Email and Internal Notification – up to 1 workflow creation and set up
  - Post Event Communication Using Access Scan Data – up to 2 campaigns and workflow set up
  - Webpage Tracking Scripts – up to 20 pages tagged
  - A/B Split Testing – up to 2 campaigns and workflow set up
  - Donor & Development Acquisition Campaign – up to 1 campaign and work flow set up
  - Acquire Opt-In From Past Purchasers - up to 1 campaign and work flow set up
  - Automated Customer Reengagement Campaign - up to 1 campaign workflow (including 3 emails each)
  - Opt-Out Notifications – up to 1 workflow set up
  - Referral Campaign – up to 1 campaign workflow (including 3 emails each)

Ongoing business initiatives that span across multiple years during the term of the Agreement, and that exceed revision or development time of thirty (30) minutes or greater by a Digital Marketing Specialist may be counted as a full business initiative for that annual period.

Additional training, business initiatives and services, above and beyond those outlined in this Exhibit A are available at \$200/Hour and will be scoped and agreed to under a separate Statement of Work.

Paciolan will maintain an organization and process to provide technical support to Customer for the Application Services. Support shall include (i) diagnosis of problems or performance deficiencies of the Application Services and (ii) prompt advice and guidance on the use of the Application Services. Paciolan will provide E-mail and telephone-based help desk support on the use of the Application Services in accordance with the Original Agreement.

\*Travel expenses (airfare, meals, lodging, etc.), are not included and will be billed separately as incurred.

**SOFTWARE AND SERVICES****Qty Description****HARDWARE**

30 IDTECH SREDkey Device w/P2PE Key Injection

**SOFTWARE****Paciolan Software**

1 t.Res Software License  
1 Paciolan client Software for use with Seat Map  
1 System Access Management Software for use with Access Management  
1 t.Credit Software License  
1 e.Venue Software License  
15 Paciolan Concurrent User License

**SUBSCRIPTION SERVICES****Hosting**

1 Annual Hosting Subscription \$70,000

**Marketing Automation**

1 Annual Marketing Automation Subscription \$35,000

**PACAnalytics**

1 PACAnalytics Annual License Subscription \$12,000

**Visualization Service**

1 Annual Visualization Service \$34,000

**Point2Point Encryption**

1 Annual Maintenance & Encryption  
1 Annual Service

**CRM**

1 Annual SFDC CRM Administration

**Access Management**

1 Annual Access Subscription

**Credit Authorization**

1 Annual Credit Authorization Service

**Paciolan Concurrent User License**

1 Paciolan Concurrent User Annual License Subscription

**eQuery**

1 eQuery License Subscription

**Service Program**

15 Users, Premium Service Program (t.Res, tCredit)



## Access Management

Qty	Description
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### Hardware

#### Handheld scanner kits

16 Janam XT2+ Rugged Mobile Computer w/ABGN Radio, 2D, Extended Battery

- 4 4-Slot Charge - only Cradle Kit
- includes power supply & line cord
  - communication cable available as add-on

16 Lanyard/Neck strap

BOCA Lemur-S (200dpi, RADJW2) w/Cable

2 BOCA Lemur-S (200dpi, RADJW2) w/Cable

### Software

#### Access Management software licenses

- 16 AM Handheld software license fee
- 16 Microsoft Windows Device CAL

### Professional Services

- 1 Project Management & Planning
- 1 System Installation & Testing
- 1 Consulting and Training

\* Notes:

- **Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred. Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred.**
- Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during Implementation planning.
- For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery.
- Scope of work is completed in phases for multi-venue/multi-activity implementations.
- Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability.
- Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches /routers/hubs, firewalls, etc.
- Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity.
- Paciolan supports the performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.

Access Management	
Qty	Description
	<b>Hardware</b>
4	IntraQ Portable Pedestal
4	Vinyl Covers
2	Removable Dolly
	<b>Software</b>
	Access Management software licenses
4	AM Handheld software license
4	Microsoft Windows Device CAL
	<b>Professional Services</b>
1	Project Management & Planning
1	Configuration & Testing
* Notes:	<p>- <b>Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred. Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred.</b></p> <p>- Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning.</p> <p>- Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability.</p> <p>- Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches /routers/hubs, firewalls, etc.</p> <p>- Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points &amp; antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity.</p> <p>- Paciolan supports the performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.</p>

# TRANSACTION FEES

Description	Am. Eff Date - 6/30/18	7/1/18 - 6/30/24
<b>Single Ticket or Value/Misc. Item (1)</b>		
Per Price of Ticket or Value/Misc. Item Sold via e.Venue	7.0%	8.0%
Minimum Fee Per Ticket or Value/Misc. Item	\$0.50	\$1.00
Maximum Fee Per Ticket or Value/Misc. Item	\$2.80	\$4.00
<b>Item Packages</b>		
Per Item Package Sold via e.Venue	\$6.00	\$6.00
<b>New Combo / Multiple Event Items / Season Tickets (2)</b>		
Per Price of Combo / Multiple Event Order Sold via e.Venue	8.8%	8.8%
Minimum Fee Per Combo / Multiple Event Item	\$3.00	\$3.00
Maximum Fee Per Combo / Multiple Event Item	\$6.00	\$6.00
<b>Student Single Ticket</b>		
Per Student Ticket or Value/Misc. Item Sold via e.Venue, GTW	\$0.40	Waived
<b>Student Season Tickets</b>		
Per Season Ticket Sold via e.Venue	\$2.80	Waived
<b>Student Print-at-Home/Magstripe</b>	\$0.00	\$0.00
<b>Renewals / Application Packages (3)</b>		
Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed)	\$6.00	\$6.00
<b>Online Donation Processing</b>		
Per Transaction Value processed via e.Venue	5.0%	5.0%
Minimum Fee Per Transaction	\$1.00	\$1.00
Maximum Fee Per Transaction	\$5.00	\$5.00
<b>Electronic Transfer</b>		
Per Order transfer processed via e.Venue	Waived	Waived
<b>Electronic Returns</b>		
Per Single Ticket returns processed via e.Venue	\$0.50	Waived
<b>e.Check Transactions</b>		
Per Check electronically processed	\$4.00	\$4.00
<b>Electronic Ticket / Item Delivery from e.Venue and Back Office System (4)</b>		
Per Order utilizing Print at Home	\$1.50	Waived
Per Order utilizing Patron ID Card/Device	\$1.50	Waived
<b>e.Venue Guaranteed Minimum Annual Fee (5)</b>	\$24,000	\$24,000
<p>1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue, including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.</p> <p>2 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.</p> <p>3 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate.</p> <p>4 Fees apply to orders assigning items to an to electronic delivery method. Back Office systems include tRes and Pac7 or higher Order Management/Item Sales</p> <p>5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.</p>		

**FEEES AND PAYMENT TERMS**

<b>FEEES</b>	
ANNUAL HOSTING SUBSCRIPTION	\$70,000
ANNUAL MARKETING AUTOMATION SUBSCRIPTION	\$35,000
ANNUAL PAC ANALYTICS SERVICE	\$12,000
ANNUAL VISUALIZATION SERVICE	\$34,000
<b>PAYMENT TERMS</b>	
DUE ON July 1, 2018 and each July 1st thereafter through Term	<u>\$151,000</u>

## **EXHIBIT E: VISUALIZATION ADDENDUM**

This Visualization Addendum (the "Addendum") sets forth the terms and conditions applicable to the Professional Services and Paciolan Software subscription services to be provided by Paciolan pursuant to this Addendum. The services and Professional Services contemplated by this Addendum may be provided by Paciolan's subsidiary, Ballena Technologies, LLC.

### **1. Development of Visualizations.**

Subject to the terms, conditions, warranties and agreements herein, Paciolan agrees to develop, host and provide 3D visualizations of Bobby Dodd Stadium football layout and host and provide 3D visualizations of McCamish Pavilion men's basketball layout (the "Venues") specifically for use by Customer (the "Developed Works"). The Developed Works are intended for use by Customer in the promotion, marketing and sale of tickets to events at Venues subject to this Addendum.

#### **Scope of Work:**

##### **3D Visualizations of Venues**

Paciolan shall construct 3D visualizations. Customer will arrange for Paciolan's access and/or will instruct their third party vendors to ensure Paciolan has access to all reasonably requested materials, including drawings and/or site plans, existing computer generated images and photos of Venues and ensure Paciolan that any materials provided to Paciolan are not infringing on or in violation of any third party agreements, patents, copyrights, trade secrets, trademarks, invention, proprietary information, non-disclosure or other rights of third parties. Customer will provide third party points of contact to Paciolan as required.

The Developed Works and services (further described in Schedule 1) shall include:

- Panoramic views from all appropriate seat sections
- Hosting of all Developed Works on Paciolan's servers
- License, maintenance, and technical support.
- Any user data collected will be provided to Customer upon request.
- Customer may display visualizations on its website by linking to provided URL for the developed works. Paciolan may also link to Customer's URL on Paciolan's server from the e.Venue website. All links will be to Paciolan's server as specified herein.

**Note:** See the Investment Addendum for fees that apply.

### **2. Acceptance of System.**

(a) **Delivery and Installation.** Paciolan shall install the Developed Works on Paciolan's server(s) along with any documentation and other materials required. Paciolan shall inform Customer of the Developed Works readiness for testing by Customer (the date of such notification hereinafter being referred to as the "Installation Date").

(b) **Acceptance Date.** When Paciolan's tests establish that the Developed Works delivered is performing in accordance with the Scope of Work shown in Section 1 above, Customer shall test the Developed Works within 4 business days. Acceptance of the Developed Works shall be deemed to occur upon availability of the Developed Works for use by Customer as contemplated herein. Upon Paciolan's request, after such deemed acceptance, Customer shall provide Paciolan with a signed acceptance document. A non-exclusive license will be given to Customer by Paciolan upon the acceptance.

### **3. Payment/Term.**

Customer agrees to pay Paciolan for the delivery of the Developed Works and services in accordance with the Investment Addendum.

Any additional future updates, designs or visualization modifications by Paciolan to Developed Works during the term of this Addendum, as requested by Customer shall be at Paciolan's then current Professional Services rates.

### **4. Ownership.**

(a) The parties hereto expressly acknowledge and agree that this Addendum constitutes a non-exclusive license granted by Paciolan to Customer for the use, access to and display of the Developed Works as hereinabove described during the Term of this Addendum. The Developed Works, together with all other Paciolan trademarks, service marks, inventions,

processes and know-how (collectively the "Paciolan Intellectual Property") provided pursuant to this Addendum shall at all times during the term of this Addendum, and surviving the termination of this Addendum for any reason whatsoever, remain the sole and exclusive property of Paciolan and shall not constitute a work made for hire. No right, title or interest in the Paciolan Intellectual Property shall be conveyed, transferred or inure to the benefit of Customer and any licensed use of the Developed Works shall immediately terminate upon the expiration or termination of this Addendum for any reason. The foregoing license is limited to the uses specified herein, and Customer cannot use the Developed Works for integration into other Customer programs or systems or purpose other than so stated herein without the expressed written permission of Paciolan.

- (b) Use of Customer Intellectual Property. Customer intellectual property, including trademarks, logos, design, product identification, decals and artwork displayed in connection with the Developed Works shall be and remain the property of Customer, provided, however, that Paciolan shall have access to and use of such Customer intellectual property as may be reasonably necessary for completion of the Developed Works contemplated herein. Any and all rights under Customer intellectual property, including trademarks or copyrights or other property right thereof shall be to the benefit of Customer.
- (c) Except as expressly provided herein, neither party shall have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s) or other identification of the other party or its affiliates without the other party's prior written consent. For the avoidance of doubt, this Section 4 shall survive termination of the Agreement.

**5. Continuing Vendor Support to the Customer.**

Paciolan agrees to provide Customer with assistance reasonably required to permit Customer to use the Developed Works on Paciolan's server. Such Paciolan support shall include assistance with site planning, installation of components, design, programming, and reasonable modifications from agreed upon Scope of Work herein subject to approved expenses of Paciolan by Customer. Paciolan shall provide standard maintenance and technical service as described for the term of this Addendum included in the price herein specified.

**6. Responsibility.**

Customer acknowledges and agrees that any 3D visualizations provided by Paciolan as a Developed Work are approximate representations only and based only upon such information and data as is available to Paciolan by Customer. Paciolan is not liable for any claim, action, costs, damages, fees or other adverse action from any Customer, client, consumer or other third party arising from any such use of or access to any Developed Work by such third party.

## **Schedule 1 To Visualization Addendum**

### **I. SCOPE OF WORK – Description of the Developed Works (*Seats3D™*), subject to pricing and product selection in the Addendum:**

Paciolan will perform the work on a turnkey basis including design, customization, and maintenance of web pages, along with 3D visualizations, including overhead views and seat section panoramas.

#### **A. *Seats3D™* Package**

Paciolan will create a *Seats3D* page branded for the Customer at the Venues, which visitors will access through the Customer home page. The page will have its own URL; branded overhead navigation pages, with links to the seat views, etc. The *Seats3D* sites will be launched on a responsive format platform accessible on all screen sizes with Virtual Reality capability on compatible smartphones and VR headsets.

1. **Branded Web Pages:**

Venues overhead navigation and seat section panoramas of Venue's football configuration complete with Customer colors, pricing, and logos.

2. **High resolution seat views, (also referred to as panoramas), will be displayed from seating sections throughout the Venues. Seat section views are typically 360-degree panoramic images. The number of views per section will be determined by the size of the section and price breaks.**

3. **The main navigation page will include links to:**

- Purchase Tickets (your "Tickets" page)
- Email-to-a-Friend (the selected web page)
  - This utility allows sales staff & fans the ability to email specific panoramic views.
- The Find-Your-Seat utility
  - This utility allows visitors to pull up a panoramic seat view by entering in the section and row number into an onscreen field.
- Social Media Tools
  - Paciolan will collaborate with the Customer to allow fans to upload a link to their selected seat view from the *Seats3D* map to their Facebook or Twitter account.

4. ***Seat Upgrade System* - Paciolan will create an adaptation of its Seat Relocation Management System (SRMS) product to aid the seat relocation/seat upgrade process. The system will allow season ticket holders to see seat specific options and make a change if desired. The selection(s) will be stored in a central database and transferred via csv file for import into the Customer system. An administration page will allow Customer staff to control availability shown on the site and season ticket holder (STH) access to the system. Paciolan will run one SRMS seat selection processes per year, per sport (football and men's basketball). Data transfer to the Paciolan system is included (either manual or automated). A Seat Selection site will be customized to customer specifications for the first selection process. Any changes to these customizations in subsequent processes within the contract term, will require a statement of work at our current professional services hourly rate.**

5. **Ballena Development Hours for Endzone Renovation (The Nest) – Paciolan will allocate 50 hours of additional development hours in FY19 for the Endzone renovation changes.**

### **II. INSTALLATION SUPPORT**

**General Note:** The files and programs necessary to view the visualizations reside on Paciolan's internet server. The visualizations are viewable by Internet capable computers using modern versions of Internet Explorer/Edge, Firefox, Chrome and Safari.

A. **During the development of the 3D model from which visualizations are derived, Paciolan will need to interface with Customer personnel authorized to:**

1. Obtain as built and/or as conceived plans and drawings.
2. Arrange for a site visit by Paciolan staff.
3. Approve the 3D model at pre-completion stages.
4. Approve final visualizations.

Paciolan will designate a Project Manager to work with Customer's representative throughout the project.

B. Paciolan's navigational web interface includes help screens.

### **III. MAINTENANCE AND TECHNICAL SUPPORT**

A. Paciolan's standard technical support for the service provided under this Addendum is supported by the same team of professionals who build the 3D model and visualizations. Daily backups of the server files and 24/7 server response are also included. Changes to copy, graphics, logos, and coloring that do not require alterations to the 3D model or re-rendering of panoramic images is included as standard maintenance.

As all files and programs reside on Paciolan's Internet Server, there is no need for Paciolan to access Customer servers.

B. User statistics will be sent upon reasonable request.



## OPT IN TO VALIDATION AND FULFILLMENT AGREEMENT

This Opt In to Validation and Fulfillment Agreement (the "Agreement") is made by and between Paciolan, LLC., having its principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan"), and the Paciolan Client set forth on the signature page below ("Paciolan Client"), with a principal place of business at the address set forth on the signature page, effective as of the effective date set forth on the signature page below ("Effective Date"). This Agreement establishes the general terms and conditions that shall govern ticket resale integration of Paciolan Client tickets between Paciolan and StubHub, Inc. ("StubHub") through links and integration. Now, therefore, the parties hereby agree as follows:

**1. CERTAIN DEFINITIONS.** "StubHub Marks" mean the StubHub domain names, trademarks, logos and other branding elements to be used in the performance of this Agreement. "StubHub Site" means the website owned and operated by StubHub and currently accessible at [www.stubhub.com](http://www.stubhub.com), as well as any mobile sites, applications, and future domain names made available by StubHub for third parties to sell event tickets. "Marks" means the Paciolan Client Marks or StubHub Marks, as applicable. "Paciolan Client Marks" means the Paciolan Client domain names, trademarks, website addresses, logos and other branding elements used in the performance of this Agreement. "Qualified Event" means any live event that Paciolan and Paciolan Client mutually agree to electronically integrate on the StubHub Site to allow for electronic cancel and reissue. "Qualifying Transaction" is a fulfilled sale order, via the V&F Services (as defined below), placed on the StubHub Site by a secondary buyer of tickets to a Qualified Event at a discrete time, as verified by the system time stamp (i.e. multiple orders by one buyer shall constitute more than one Qualifying Transaction). "Term" means from the Effective Date through the expiration date set forth on the signature page below. "Sublicensed Sites" means the websites owned and operated by the Paciolan Client.

**2. Fulfillment, Integration and Bar Code Availability.** Fulfillment, for purposes of this Agreement, will utilize the integration between Paciolan and StubHub. Accordingly, pursuant to this Agreement, StubHub customers shall receive tickets generated by Paciolan through the StubHub platform (the "V&F Services"). Electronic delivery shall be the exclusive method for fulfillment of tickets via the V&F Services. All tickets will indicate "StubHub" under the ticket price field. If a Qualified Event is cancelled or postponed and not rescheduled within thirty (30) days of postponement, payments made by Paciolan to Paciolan Client for the applicable Transaction Fees shall be refunded to Paciolan, or, if not yet paid, shall be deducted from the subsequent payment to Paciolan Client. If and when season ticket holders choose to use, and actually use, the "Credit My Season Account Functionality", within the StubHub Site, for payment processing, payments will be remitted to Paciolan for payment to Paciolan Client. Paciolan Client agrees and acknowledges that all Paciolan Client single ticket bar codes may not be available to the public until five (5) days before the applicable event.

**3. Direct Listings.** Paciolan Client shall have the right, but not the obligation, to sell primary tickets via the StubHub Site on an event-by-event, ticket-by-ticket basis. Any primary ticket listed by or on behalf of Paciolan Client on the StubHub Site shall not constitute a Qualifying Transaction for payment purposes, and as such no Transaction Fee will be applicable to such listing. Paciolan Client will ensure that all primary ticket listings are in compliance with StubHub's User Agreement, Privacy Policy, Primary Listings Policy, and all other terms and conditions referenced on the StubHub Site."

**4. Promotional Obligations.** Paciolan Client will perform the promotional obligations set forth on Attachment 1.

**5. Customer Data.** Upon execution of this Agreement, Paciolan Client will receive via StubHub available transaction data for the then prior three (3) years. Such data will be delivered via a FTP upload and will typically include event, event date, section, row, quantity of transactions, quantity of seats, total GMS (Gross Merchandise Sales – ticket cost inclusive of fees) and Average Ticket Price (ATP). Data to be delivered via secure FTP upload. Thereafter, Paciolan Client shall receive such data annually. Paciolan Client shall have access to certain StubHub customer data via the Paciolan ticketing system, including but not limited to customers' names, emails, seat location, and encrypted credit card information ("Customer Data"), which is to be used for the sole purposes of facilitating the cancel and reissue of tickets and assisting customers with any fulfillment issues (including, but not limited to, customer service and transaction based emails, delivery of print at home tickets, cancellations, notification of time changes, etc.), except as set forth below. Customer Data shall remain the sole property of StubHub and shall not be used by Paciolan Client to contact customers for marketing purposes or for any reason not directly related to the fulfillment of the tickets purchased, except: (i) until such Customer Data becomes Consented Customer Data (as defined below) via StubHub's confirmation of receipt of the applicable consent as contemplated below; or (ii) if such Customer Data was previously or is subsequently received by Paciolan Client via any other means, including, but not limited to, a transaction or inquiry independent of StubHub, a buying list, a graduating student, etc., in which case, such customer data shall no longer constitute Customer Data. Should StubHub have a reasonable basis for believing that either its privacy policy or statutory privacy laws are being violated through Paciolan Client's use of any Customer Data, Paciolan Client agrees to respond in a timely fashion to StubHub's reasonable requests for information related thereto. Notwithstanding the foregoing, subject to and conditioned upon StubHub's license to Paciolan, Paciolan hereby grants to Paciolan Client a perpetual and irrevocable sublicense to Consented Customer Data to be used for Paciolan Client's marketing purposes in accordance with Paciolan Client's privacy policies and practices and all applicable privacy laws, which will include, at a minimum: a) a publicly accessible privacy policy for Customers to review; b) an opt out in all email marketing as to future emails; c) no reference to Customers as StubHub Customers except in an initial welcome email. "Consented Customer Data" shall mean Customer Data, whereby the applicable ticket purchasing customer has consented electronically to the release and transfer of its Customer Data by StubHub to the Paciolan Client. Paciolan shall not be responsible for obtaining such consent from the customer with respect to the Consented Customer Data. Consented Customer Data shall not be used by Paciolan Client for marketing purposes until such consents are received from ticket purchasers through StubHub's checkout process. Paciolan Client shall use the Consented Customer Data in accordance with Paciolan Client's privacy policy and in compliance with applicable law. Paciolan Client agrees not to take retaliatory or punitive action against StubHub customers based on the customer's sale or purchase of tickets on the StubHub Site, through the cancellation of season tickets or otherwise, throughout and after the Term of this Agreement. Upon Paciolan Client's execution of this Agreement, Paciolan (via StubHub) will provide Paciolan Client transaction data for Paciolan Client's events for the then prior three (3) years. Such prior transaction data will be provided only for the genre events that will be supported by the ticketing integration contemplated by the parties hereunder. For example, if Paciolan Client is integrated for Football and Men's Basketball Qualified Events only, then the Paciolan Client would not receive Men's Hockey or Women's Volleyball transaction data. Thereafter, Paciolan will provide such data annually to Paciolan Client.

**6. Paciolan Client Restrictions.** During the Term, except with respect to the paperless transfer tickets

or similar process utilized (i) for privileged groups, such as students, faculty and staff, (ii) for alumni clubs, or (iii) with respect to zero or nominal value tickets (i.e. comps), Paciolan Client must not: (i) establish an in-house service or engage any third party services (including but not limited to primary ticketing services as well as secondary ticketing services) that enable the paperless transfer of tickets to Qualified Events, unless all tickets are and remain freely and openly transferable through the StubHub Site; (ii) permit, implement or establish any technology, processes, services or other means that prevent the free and open trade of tickets through the StubHub Site in accordance with the provisions of this Agreement; (iii) establish (either by itself or through a third party) an in-house service designed to enable to facilitate the resale or transfer of its tickets; (iv) engage any other secondary ticketing service apart from StubHub; and/or (v) in any other way, prohibit or limit the free and open transfer of any of its tickets on the StubHub Site; provided however, for purpose of clauses (i)-(v) above, that if Paciolan Client is, as at the date of this Agreement, subject to any pre-existing regulations, agreements or policies that limit or restrict the resale of tickets that have been allocated to students, staff, faculty or suites only, then Paciolan Client may decline the provision of V&F Services to Paciolan Client in respect of those affected tickets only. If Paciolan Client breaches any provision of this Section 6, Paciolan may terminate this Agreement upon notice to Paciolan Client.

**7. Customer Service.** Paciolan Client will provide its services in a professional manner and in accordance with applicable laws and regulations. StubHub will provide customer support in the form of a call center and email support consistent with its customary and current customer service offering but will not generally provide any on-site customer support to Paciolan Client with the exception of the first Qualified Event after the Effective Date with respect to which Paciolan Client requests onsite customer support. Paciolan Client agrees to provide a commercially reasonable, onsite professional location for StubHub to handle on-site issues in its discretion, which shall be equipped at a minimum with electricity and an internet connection. StubHub will provide training and tools necessary for the venue box office staff to respond to any customer service issues in a satisfactory manner and Paciolan Client will provide all other requisite on-site customer support.

**8. Trademark Licenses.** Subject to such written guidelines on usage as may be periodically provided to StubHub by Paciolan Client, during the Term of this Agreement, Paciolan Client hereby grants to Paciolan a non-exclusive, royalty-free, sublicensable, worldwide right and license to use, transmit, store, display, reproduce and copy the Paciolan Client Marks to the extent necessary to enable StubHub to perform its obligations and exercise its rights under this Agreement, provided that such StubHub use shall be subject to the prior written consent of Paciolan Client. Subject to such written guidelines on usage as may be periodically provided to Paciolan Client by StubHub, during the Term of this Agreement, subject to and conditioned upon the license granted from StubHub to Paciolan, Paciolan hereby grants to Paciolan Client a non-exclusive, royalty-free, non-sublicensable, worldwide right and license to use, transmit, store, display, reproduce and copy the StubHub Marks to the extent necessary to enable Paciolan Client to perform its obligations under this Agreement. Except as set forth herein, no right, title, license, or interest in any Marks is intended to be given to or acquired by the other party or StubHub with respect to Paciolan Client Mark by the execution or performance of this Agreement. All goodwill arising out of any use of any of the Marks will inure solely to the benefit of its original owner. Paciolan makes no representations or warranties with respect to the StubHub Marks and assumes no liability or responsibility with respect to the license granted herein.

**9. Third Party Beneficiary.** It is expressly agreed by the parties that StubHub, Inc., and its successors and assigns, subsidiaries and parent companies, is intended to be a third party beneficiary to this Agreement and shall be entitled to all rights and benefits contemplated hereby as though a signatory to this Agreement. For the avoidance of doubt, such rights shall include StubHub's right to proceed directly against Paciolan Client to enforce a breach of this Agreement.

**10. Payments.** Paciolan Client shall be eligible for payment of Transaction Fees identified on the signature page. Paciolan will provide Paciolan Client a monthly reporting of the Transaction Fees. In addition to the other conditions set forth in this Agreement, all Transaction Fees shall be subject to and conditioned upon Paciolan's receipt of the corresponding payment from StubHub.

**11. Confidentiality.** A party's "Confidential Information" is defined as any confidential or proprietary information of a party which is disclosed to the other party in a writing marked confidential or, if disclosed orally, is identified as confidential at the time of disclosure. It is specifically agreed that any information related to StubHub that is not publicly available is Confidential Information of Paciolan for purposes of this Agreement. For the avoidance of doubt, StubHub, while a third party beneficiary, is not a "party" to this Agreement. Each party will hold the other party's Confidential Information in confidence and will not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as required to perform under this Agreement. Such restrictions will not apply to Confidential Information which (a) is already known by the recipient, (b) becomes publicly known through no act or fault of the recipient, (c) is received by recipient from a third party without a restriction on disclosure or use, or (d) is independently developed by recipient without reference to the Confidential Information. The restriction on disclosure will not apply to Confidential Information which is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, provided that recipient will first notify the disclosing party of such disclosure requirement or order and use reasonable efforts to obtain confidential treatment or a protective order. The parties' respective obligations hereunder will survive the expiration or early termination of this Agreement for a period of three (3) years. Upon termination of this Agreement, and upon written request, the receiving party will return to the disclosing party all Confidential Information of the disclosing party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.

**12. Termination.** This Agreement will be terminable early (i) if a party materially breaches this Agreement and does not cure such breach within ten (10) days following written notice thereof from the non-breaching party; (ii) by mutual written agreement; (iii) upon termination or expiration of the contractual relationship between Paciolan and StubHub contemplating the transactions set forth herein; or (iv) termination of the Ticketing Agreement. Upon expiration or termination, all licenses granted hereunder shall terminate unless such licenses are perpetual. Sections 1 ("Certain

Definitions"); 5 ("Customer Data"), only with respect to perpetual sublicense granted to Paciolan Client; 11 ("Confidentiality"); 12 ("Termination"); 13 ("Representations and Warranties"); 14 ("Indemnification"); 15 ("Limitation of Liability"), and 16 ("General") will survive the expiration or early termination of this Agreement.

**13. Representations and Warranties.** Paciolan Client shall comply with all applicable laws with respect to the transactions contemplated by this Agreement. Paciolan Client represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder and (ii) its entry into this Agreement does not violate any other agreement by which it is bound. EXCEPT AS EXPRESSLY STATED HEREIN, EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

**14. Indemnification.** Paciolan Client will indemnify StubHub against any and all claims which StubHub may incur as a result of any third parties actions arising from or relating to infringement by the Paciolan Client Marks of a U.S. patent, copyright, trademark right or other intellectual property right of a third party or misappropriation of any third party trade secret, except where the Paciolan Client Mark has been modified by StubHub without authorization, and such modification is the basis of the claim. In addition, Paciolan Client will defend, indemnify and hold harmless Paciolan, StubHub and their parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns ("Indemnitee(s)") against any and all claims which Paciolan or StubHub, respectively, may incur as a result of any third party (including StubHub as to Paciolan's right to indemnify hereunder) actions arising from or relating to: (i) any breach of this Agreement by Paciolan Client or any of its officers, directors, employees and agents; (ii) use of the V&F Services (except, as to indemnification of StubHub, where the liability is due to StubHub's negligence or willful misconduct); (iii) any Qualifying Transaction (except, as to indemnification of StubHub, where the liability is due to StubHub's negligence or willful misconduct); and (iv) any violation of any law by Paciolan Client in connection with the transactions contemplated by this Agreement. The foregoing obligations are conditioned on the Indemnitee: (i) giving Paciolan Client notice of the relevant claim, (ii) cooperating with Paciolan Client, at Paciolan Client's expense, in the defense of such claim, and (iii) giving Paciolan Client the right to control the investigation, defense and settlement of any such claim, except that Paciolan Client will not enter into any settlement that affects the Indemnitee's rights or interest without the Indemnitee's prior written approval. The Indemnitee will have the right to participate in the defense at its expense.

**15. Limitation of Liability.** PACIOLAN SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL PACIOLAN BE LIABLE TO THE PACIOLAN CLIENT IN AN AMOUNT GREATER THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

**16. GENERAL.** This Agreement will be construed in accordance with and governed exclusively by the laws of the State of California applicable to agreements made among California residents and to be performed wholly within such jurisdiction, regardless of such parties' actual domiciles. Both parties submit to personal jurisdiction in California and further agree that any cause of action arising under this Agreement will be brought exclusively in a court in Orange County, CA. This Agreement does not create, and nothing contained in this Agreement will be deemed to establish a joint venture between the parties, or the relationship of employer-employee, partners, principal-agent or the like. Further, neither party will have the power to bind the other without the other's prior written consent, nor make any representation that it has any such power. Without the prior written consent of Paciolan, Paciolan Client shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein. Any such assignment shall not relieve Paciolan Client of any of its obligations hereunder. Without the prior written consent of Paciolan Client, Paciolan shall not assign or transfer its rights or obligations in this Agreement or any interest therein,

except in the event of an assignment by Paciolan to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. If performance hereunder (other than payment) is interfered with by any condition beyond a party's control, such as an act of God, the affected party will be excused from such performance to the extent of such condition. Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this section. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. This Agreement, including all documents referred to herein, sets forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties. This Agreement may be changed only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. In the event of a conflict between this Agreement and any attachments hereto, the terms in the Agreement shall control. For the avoidance of doubt, this Agreement does not in any way amend, modify or otherwise alter the terms and conditions of the primary ticketing agreement ("Ticketing Agreement") by and between Paciolan and Paciolan Client, which Ticketing Agreement shall remain in full force and effect per its terms. Neither party shall issue a press release, make any other public announcement or publish public materials regarding the subject matter herein, without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Effective Date: July 1, 2018

Expiration Date: June 30, 2024

Transaction Fee: \$6.00 per Qualifying Transaction

Name for marketing purposes: Georgia Tech Yellow Jackets

Paciolan Client: Georgia Tech Athletic Association

By: 

Name: MATTHEW LEWIS

Title: ASSOC. AD - CEO

Address: 150 Bobby Dodd Way NW

Paciolan, LLC. Atlanta, GA 30332

By: 

Name: Kimberly Damron

Title: President & CEO

**Attachment I**

- Integration of text links that link directly on “click” from the Sublicensed Sites to the StubHub Site;
- Placement of “StubHub: Buy or Sell Tickets” in Text Links in the left rail of the Sublicensed Sites and/or the top rail of the Sublicensed Sites, either of which shall be “above the fold” throughout the ticketing pages, to the extent such rails are available on the applicable Sublicensed Site;
- When mutually agreeable, coordination on search engine marketing (SEM) to achieve 2 of top 4 placements on accounts, or similar mutually agreed upon results;
- Transmittal of a minimum of two dedicated emails to season ticket holders, donors, and subscribers;
- Allow pixels on Paciolan Client’s home page or tickets page to be used for advanced audience targeting;
- For sold out events: Place a text link on eVenue pages redirecting traffic to StubHub Site; include in any press releases or emails announcing sellout specific language denoting StubHub as official partner of Paciolan Client and the safe and secure option for fans; minimum of one (1) social media post announcing sellout and directing customers to StubHub Site;
- StubHub logo and text link in Tickets dropdown and on Schedule pages (above the fold) for any integrated events;
- Co-branded landing page offering links to Buy/Sell flows for each Qualified Event along with a StubHub FAQ;
- Use Paciolan Client Marks on the StubHub Site and in print or radio advertising, pursuant to Section 8 of the Agreement;
- Include information about the StubHub integration in its season ticket insert, if available, at least once per [men’s basketball and once per football season, provided Paciolan Client receives reimbursement from StubHub or Paciolan for the applicable printing costs for such season ticket insert.